UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JACQUELINE WYKA MAHAJAN, individually, and as guardian ad litem for G.D. MAHAJAN, for themselves and on behalf of all others similarly situated,

Plaintiffs,

v.

BLUE CROSS BLUE SHIELD ASSOCIATION,

Defendant.

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Civil Action No.

CLASS ACTION COMPLAINT

Demand for Jury Trial

Plaintiff Jacqueline Wyka Mahajan, individually, and as guardian ad litem for G.D. Mahajan (hereinafter "Plaintiffs"), by their attorneys, on behalf of themselves and all others similarly situated, hereby allege:

PARTIES

1. Plaintiffs Jacqueline Wyka Mahajan and G.D. Mahajan, former residents of the State of New York when certain of the events described herein occurred, currently reside in the State of New Jersey. Plaintiffs were insureds under the terms and provisions of defendant Blue Cross Blue Shield Association ("BCBSA")'s Service Benefit Plan. See Exhibit A (2013 Blue Cross and Blue Shield Service Benefit Plan). The Service Benefit Plan is a qualified plan under the Federal Employees Health Benefits Program ("FEHBP"), as established by the Federal Employees Health Benefits Act of 1959.

2. Defendant BCBSA is a corporation duly organized and existing under the laws of the State of Illinois, with headquarters at 225 North Michigan Avenue, Chicago, Illinois 60601.

BCBSA contracts with the United States Office of Personnel Management ("OPM") to offer federal employees an array of healthcare plans, including the Service Benefit Plan.

JURISDICTION & VENUE

3. The Court has jurisdiction over this action pursuant to Title 28, United States Code, Section 1332.

4. Venue is proper in this District pursuant to Title 28, United States Code, Section 1391.

FACTUAL ALLEGATIONS

5. By no later than August 1, 2012, pursuant to the Patient Protection and Affordable Care Act of 2010 ("ACA"), Defendant was obligated to provide insureds with comprehensive lactation support and counseling by a trained provider during pregnancy and/or in the postpartum period. In its plan documents and elsewhere, Defendant represented that covered benefits under the Service Benefit Plan included breastfeeding education and individual coaching on breastfeeding by certified lactation consultants. Defendant further represented that in-network certified lactation consultants were available in most locations, resulting in little to no out-of-pocket costs to Service Benefit Plan insureds. Defendant representations, however, were knowingly false: Defendant's preferred provider organization ("PPO") included few, if any, certified lactation consultants nationwide despite the availability of more than 1,000 such consultants in the New York/New Jersey area alone.

6. Defendant's representations concerning the availability of covered benefits under the Service Benefit Plan also were materially false. Unaware of the falsity of Defendant's representations and Defendant's non-compliance with the ACA, Plaintiffs were induced to opt for benefits under the Service Benefit Plan and pay substantial premiums for insurance coverage,

including maternity care benefits. As further described below, because Defendant had few, if any, in-network certified lactation consultants anywhere in the United States, Plaintiffs were unable to obtain breastfeeding education and individual coaching on breastfeeding, causing them physical and economic injury. Had Plaintiffs known the undisclosed facts, they would not have purchased health insurance coverage under the Service Benefit Plan or paid a price premium for such benefits.

A. Breastfeeding and Early Childhood Development

7. In January 2011, the U.S. Department of Health and Human Services published "The Surgeon General's Call to Action to Support Breastfeeding." See Exhibit B. In that publication, the Surgeon General of the United States reiterated that, for nearly all infants, breastfeeding is not only the best source of infant nutrition and immunologic protection, but also provides remarkable health benefits to mothers as well. See id. at v. Indeed, numerous prominent organizations of health professionals, including the American Academy of Pediatrics, American Academy of Family Physicians, American College of Obstetricians and Gynecologists, American College of Nurse-Midwives, American Dietetic Association, and American Public Health Association, all recommend that most infants be breastfed for at least 12 months, including exclusively breastfed for the first six months of life. See id. at 4.

8. In contrast, the Surgeon General noted that formula feeding is associated with increased rates of common childhood infections, such as diarrhea and ear infections. See id. at 1. For example, the risk of acute ear infection, also called otitis media, is 100 percent higher among exclusively formula-fed infants than in those who are exclusively breastfed during the first six months following birth, or postpartum period. See id. The risk associated with some relatively rare but serious infections and diseases, such as severe lower respiratory infections and leukemia,

is also higher for formula-fed infants. See id. Moreover, the risk of hospitalization for lower respiratory tract disease in the first year of life is more than 250 percent higher among babies who are formula fed than in those who are exclusively breastfed at least four months. See id. Furthermore, the risk of sudden infant death syndrome is 56 percent higher among infants who are never breastfed. See id. For vulnerable premature infants, formula feeding is associated with higher rates of necrotizing enterocolitis, and higher risks for major chronic diseases and conditions, such as type two diabetes, asthma, and childhood obesity. See id.

9. The Surgeon General also found that, compared with mothers who breastfeed, those who do not breastfeed experience increased risks for certain poor health outcomes. See id. at 1. For example, several studies have found the risk of breast cancer to be higher for women who have never breastfed. See id. Similarly, the risk of ovarian cancer was found to be 27 percent higher for women who had never breastfed than for those who had breastfed for some period of time. See id. In general, exclusive breastfeeding and longer durations of breastfeeding are associated with better maternal health outcomes. See id. Likewise, the psychological benefits of breastfeeding include a sense of bonding or closeness between mother and infant, which may help to lower the risk of postpartum depression. See id. at 3. Finally, there are economic benefits associated with breastfeeding, including savings of more than $1,200 to $1,500 in expenditures for infant formula in the first year alone. See id.

10. Unfortunately, the Surgeon General has observed that, all too often, mothers who wish to breastfeed encounter daunting challenges in moving through the health care system, and families are often unable to find the support they need in their communities to make breastfeeding work for them. See id. at v. Specifically, many mothers are uncertain about what to expect with breastfeeding and how to actually carry it out. Indeed, the Surgeon General has

described breastfeeding as an art that has to be learned by both the mother and the newborn. See id. at 10. Accordingly, skills in how to hold and position a baby at the breast, how to achieve an effective latch, and other breastfeeding techniques may need to be taught. See id. Professional breastfeeding instruction is necessary because, while attempting to breastfeed, women often encounter problems, including sore nipples, engorged breasts, mastitis, leaking milk, pain, and failure to latch by the infant. See id. at 13.

11. Notably, women who encounter these problems early on are less likely to continue to breastfeed unless they get professional assistance. See id. This cycle is perpetuated because women often report receiving conflicting advice from clinicians about how to solve problems with breastfeeding. See id. That is because many clinicians report feeling that they have insufficient knowledge about breastfeeding, and have low levels of confidence and clinical competence in this area. See id. at 15. Physicians who are ambivalent about breastfeeding or who feel inadequately trained to assist patients with breastfeeding may be unable to properly counsel their patients on specifics about breastfeeding techniques, current health recommendations on breastfeeding, and strategies to combine breastfeeding and work. See id. Moreover, the Surgeon General found that some clinicians used their own breastfeeding experiences to replace evidence-based knowledge and recommendations. See id.

12. Accordingly, the Surgeon General found that successful breastfeeding depends on access to instruction on lactation from breastfeeding experts, particularly in the early postpartum period. See id. at 13. In particular, "mothers may have no means of identifying or obtaining the skilled support needed to address their concerns about lactation and breastfeeding; further, there may be barriers to reimbursement for needed lactation care and services." Id. at 25. According

to the Surgeon General, "[i]deally, a mother will have access to trained experts who can help her with breastfeeding." Id. at 17.

B. The Indispensable Role of Certified Lactation Consultants

13. The only healthcare professionals that are qualified to provide adequate breastfeeding support services are certified lactation consultants. Other healthcare professionals simply do not possess the necessary specialized training, qualifications or expertise in this area to adequately address breastfeeding difficulties. Indeed, as the Surgeon General noted, "a study of obstetricians' attitudes, practices, and recommendations found that although 86 percent of clinicians reported having prenatal discussions about infant feeding, and 80 percent of them recommended breastfeeding, nearly 75 percent admitted they had either inadequate or no training in how to appropriately educate mothers about breastfeeding." Id. at 26.

14. International Board Certified Lactation Consultants ("IBCLCs") are health care professionals who specialize in the clinical management of breastfeeding. Like all other U.S. certification boards for health care professionals, the International Board of Lactation Consultant Examiners operates under the direction of the U.S. National Commission for Certifying Agencies and maintains rigorous professional standards. Board candidates must demonstrate sufficient academic preparation as well as experience in supervised, direct consultation on breastfeeding to be eligible to take the certification exam. In this regard, IBCLCs are required to demonstrate their competence by acquiring extensive lactation-specific education, accumulating thousands of hours helping breastfeeding mothers, and pass a rigorous professional exam.

15. IBCLCs are the only health professionals with a special internationally recognized credential in lactation. Moreover, board certification helps ensure a consistent level of empirical knowledge, clinical experience, and professional expertise in the clinical management of

complex lactation issues. The specialized skill, qualification and expertise of certified lactation consultants is recognized by their inclusion as staff at all, or nearly all, major hospitals that provide obstetric care. Notably, the hospitals rely on certified lactation consultants to counsel new or expecting mothers, a role that other healthcare professionals employed by the hospitals are unable to fulfill because they lack the necessary background and training.

16. Put simply, IBCLCs are the only health care professionals qualified to provide lactation care. They have specific clinical expertise and training in the clinical management of complex problems with lactation. In addition, unlike other healthcare professionals, certified lactation consultants are familiar with specialized products designed to facilitate breastfeeding and educated regarding their proper and safe use.

17. Nonetheless, the Surgeon General found that "[a]mple evidence of the need for support from IBCLCs has not yet translated, however, to comprehensive availability of care. A major barrier to availability is the lack of third-party reimbursement." Exhibit B at 27. Hence, the Surgeon General reiterated the need for insurers to "[i]nclude support for lactation as an essential medical service for pregnant women, breastfeeding mothers, and children" by including IBCLCs as "covered providers."

C. Defendant's Obligations to Provide Coverage for Breastfeeding Support

18. The Patient Protection and Affordable Care Act of 2010 ("ACA") was enacted to increase the quality and affordability of health insurance. Section 2713 of the ACA, entitled "Coverage of Preventative Health Services," provides, in pertinent part:

> (a) IN GENERAL. A group health plan and a health insurance issuer offering group or individual health insurance coverage shall, at a minimum provide coverage for and shall not impose any cost sharing requirements for . . .

(1) Evidence-based items or services that have in effect a rating of 'A' or 'B' in the current recommendations of the United States Preventative Services Task Force;

* * *

(3) with respect to infants, children, and adolescents, evidence-informed preventative care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration;

(4) with respect to women, such additional preventative care and screenings not described in paragraph (1) as provided for in comprehensive guidelines supported by the Health Resources and Services Administration for purposes of this paragraph.

42 U.S.C.A. 300gg-13.

19. As contemplated by Section 2713 of the ACA, on or about August 3, 2011, the Health Resources and Services Administration ("HRSA") promulgated comprehensive guidelines concerning breastfeeding support. See Exhibit C. Specifically, the Guidelines state: "The Affordable Care Act – the health insurance reform legislation passed by Congress and signed into law by President Obama on March 23, 2010 – helps make prevention affordable and accessible for all Americans by requiring health plans to cover preventative services and by eliminating cost sharing for those services. Preventive services that have strong scientific evidence of their health benefits must be covered and plans can no longer charge a patient a copayment, coinsurance or deductible for these services when they are delivered by a network provider." Id.

20. HSRA's guidelines follow recommendations developed by the Institute of Medicine concerning preventive services that address health needs specific to women and fill

gaps in existing resources. With respect to breastfeeding support, supplies, and counseling, HSRA's guidelines require "comprehensive lactation support and counseling, by a trained provider during pregnancy and/or in the postpartum period" in conjunction with each birth. See Exhibit C at 2.

21. HSRA required non-grandfathered plans to provide coverage without cost sharing consistent with the HSRA guidelines in the first plan year that began on or after August 1, 2012. See id. at 1.

D. Defendant's Representations Concerning its Coverage for Comprehensive Lactation Support

22. Subsequent to August 2012, Defendant made representations, in New York and elsewhere, to insured and prospective insureds in written plan materials concerning its compliance with the ACA and the manner in which it was providing comprehensive lactation support and counseling by trained providers.

23. For example, with respect to its compliance with the ACA, on October 22, 2014, Defendant stated that, under the ACA, preventive care visits were "covered at no out-of-pocket cost." See Exhibit D. Defendant also made more specific representations concerning the manner in which Defendant was providing comprehensive lactation support and counseling by trained providers. Specifically, Defendant's Plan Brochure represented that insureds under the Service Benefit Plan would receive "maternity care" benefits, which included "[b]reastfeeding education and individual coaching on breastfeeding by a physician, physician assistant, nurse midwife, nurse practitioner/clinical specialist, or registered nurse certified lactation consultant." Exhibit A at 42. Defendant's Brochure further confirmed that "[i]f you are enrolled in this Plan, you are entitled to the benefits described in this brochure." Id. at 3.

24. In addition, Defendant represented that insureds had access through its preferred provider organization to "covered professional providers," including lactation consultants, defined as: "A person who is licensed as a Registered Nurse in the United States (or appropriate equivalent if providing services overseas) and is licensed or certified as a lactation consultant by a nationally recognized organization." Id. at 15.

25. Specifically, Defendant claimed that such preferred "providers are available in most locations." Id. at 142. Furthermore, Defendant advertised: "Each Local Plan contracts with hospitals and other health care facilities, physicians, and other health care professionals in its service area . . . Many, but not all, of these contracted providers are in our PPO (Preferred) network." Id. at 11. Defendant represented that, were insureds or prospective insureds to utilize its preferred providers to access such maternity care benefits, they would be required to pay "nothing." Id. at 42.

E. Plaintiffs' Inability to Obtain Breastfeeding Support Under the Service Benefit Plan

26. Plaintiff G.D. Mahajan was born five-weeks premature at Northern Westchester Hospital in Mt. Kisco, New York, in October 2013. While a patient on the hospital's maternity ward, Plaintiff Jacqueline Wyka Mahajan received breastfeeding education and support from a certified lactation consultant who was an employee of Northern Westchester Hospital.

27. Unfortunately, due to Plaintiff G.D. Mahajan's prematurity, he did not have the strength to breastfeed and had to be bottle-fed after birth. Thereafter, Plaintiff Jacqueline Wyka Mahajan contacted Defendant's local licensee, Empire Blue Cross Blue Shield, to request information on preferred lactation consultants in New York, where she then resided. Plaintiff Jacqueline Wyka Mahajan was seeking the assistance of a lactation consultant to facilitate a switch from bottle-feeding to breast-feeding.

28. She was told that, although she was entitled to such coverage, Defendant's database of preferred providers did not include lactation consultants. Defendant's agent suggested that she contact local lactation consultants to determine if they were in-network with Defendant. Plaintiff Jacqueline Wyka Mahajan was further told that out-of-pocket costs for lactation services provided by out-of-network providers would not be reimbursed.

29. Plaintiff Jacqueline Wyka Mahajan then began calling board certified lactation consultants in New York to inquire whether they were preferred providers. She was unable to identify any such consultant.

30. Plaintiff Jacqueline Wyka Mahajan also attempted to use Defendant's website, located at bcbs.com, to find a trained provider for lactation support and counseling. She was unable to identify a trained lactation consultant in Defendant's network in the New York/New Jersey region, let alone a single provider nationwide.

31. In contrast, according to the International Board of Lactation Consultants, there are approximately 886 certified lactation consultants in the State of New York alone, and another 385 in the State of New Jersey. The fact that not a single one of the more than 1,200 available consultants were included in Defendant's network establishes the falsity of Defendant's statement that preferred providers were available in "most locations."

32. Unable to locate an in-network provider, Plaintiff Jacquelyn Wyka Mahajan contacted the hospital where Plaintiff G.D. Mahajan was born, where she had received breastfeeding support from an on-staff lactation consultant. The hospital informed Plaintiff Jacquelyn Wyka Mahajan, however, that such services were offered only to hospital in-patients on the maternity ward.

33. Finally, Plaintiff Jacquelyn Wyka Mahajan sought to obtain breastfeeding support services from Plaintiff G.D. Mahajan's pediatrician, but was told that the pediatrician's office was not experienced or trained in providing such services and did not offer lactation support.

34. As a result of Plaintiff Jacquelyn Wyka Mahajan's inability to obtain comprehensive lactation support and counseling by a trained provider in the postpartum period following Plaintiff Daniel Garrett Mahajan's birth, he was unable to breastfeed, resulting in physical and economic injury to plaintiffs.

CLASS ACTION ALLEGATIONS

35. The members of the class are so numerous that joinder of all members is impracticable. The Federal Employees Health Benefits Program ("FEHBP") is the largest employer-sponsored health insurance program in the country, covering approximately 8.2 million enrollees each year. The precise number of members in the class is within Defendant's custody and control.

36. Nonetheless, information in the public domain provides some indication regarding the wide-spread nature of Defendant's misconduct. For example, an article published on January 20, 2013, entitled "Mothers, Insurers Navigate Breast-Feeding Insurance," quotes Defendant's agent as stating that "lactation consultants are available through in-network hospital facilities." See Exhibit E. Nonetheless, the article goes on to state that, "when contacted by a customer, a Blue Cross Blue Shield representative said there weren't any in-network lactation consultants listed in its directory." See id. Defendant's critical admission serves to further demonstrate the many misrepresentations contained in its marketing and promotional materials touting the purported breadth of its preferred provider network.

37. Similarly, two years later, an article published in The New York Times on September 30, 2015, entitled "Breast-Feeding Services Lag Behind the Law," describes how Defendant's customer representative "confirmed that lactation consultations were covered . . . but could not name anyone in-network nearby." See Exhibit F. The article further states: "Despite the law, many new mothers have found it nearly impossible to get timely help for breast-feeding problems since Jan. 1, when health insurers began updating their coverage. While a 2011 Surgeon General's report hailed lactation consultants as important specialists, few insurers have added them to their networks. Some insurers simply point women to pediatricians not necessarily trained in lactation. Even then, women often must locate help on their own, leading to delays that jeopardize a mother's milk supply." Id. The article further indicates that Defendant refused to reimburse an insured for out-of-pockets costs associated with obtaining breastfeeding assistance from a lactation consultant despite the unavailability of such consultants within Defendant's network.

38. Finally, an article published in the Chicago Tribune on July 3, 2015, entitled "Nursing Moms Fight for Insurance Coverage of Breast-Feeding Benefits," quotes Defendant as stating that "the insurer has tried to build a network of certified lactation consultants." See Exhibit G. The article quotes Defendant as claiming that it "makes every effort to ensure that we abide by the rules and regulations outlined in the ACA." Id. That statement, however, is contrary to the evidence that Defendant knowingly and intentionally refused to make in-network certified lactation consultants available to insureds under the Service Benefit Plan.

39. Common questions of law and fact exist as to all class members and predominate over any questions affecting solely individual members of the class.

40. The individual plaintiffs' claims are typical of the claims of the class members because, as a result of the conduct alleged herein, Defendant has breached its statutory and contractual obligations to the individual plaintiffs and the class.

41. The individual plaintiffs will fairly and adequately protect the interests of the members of the class, are committed to the vigorous prosecution of this action, have retained competent counsel, and have no interests antagonistic to or in conflict with those of the class. For these reasons, the individual plaintiffs are adequate class representatives.

42. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all members of the class is impracticable. Further, because the damages to each class member may be relatively small, the expense and burden of individual litigation makes it impossible for the class members individually to redress the harm done to them.

43. Additionally, the prosecution of separate actions by individual members of the class would create a risk of inconsistent or varying adjudications which could establish incompatible standards of conduct for Defendant.

FIRST CAUSE OF ACTION (N.Y. Gen. Bus. L. §§ 349, 350)

44. Plaintiffs repeat and reallege each and every allegation made in paragraphs 1 through 43 above, as though fully set forth herein.

45. As set forth above, Defendant and its agents are engaged in consumer-oriented conduct that is deceptive or misleading in a material manner.

46. From at least in or about August 2012 through the present, Defendants offered and provided services and materials in connection with health insurance benefits, including in the State of New York.

47. During the relevant time period, Defendants engaged in deceptive and materially false and misleading representations and advertisements in violation of Sections 349 and 350 of the New York General Business Law.

48. These representations misled insureds and prospective insureds to believe: (a) that Defendant was in substantial compliance with the ACA; (b) lactation support and counseling by trained providers, including certified lactation consultants, was a covered benefit within the terms of the Service Benefit Plan; and (c) that such "covered providers" were not only available in-network, but that they were available in-network in "most locations" throughout the nation.

49. For example, Defendant issued public statements in which it claimed that its individual health coverage was ACA-compliant when, in fact, Defendant knew that it was not complying with the mandate of the ACA to cover comprehensive lactation support and counseling, by a trained provider during pregnancy and/or in the postpartum period.

50. Similarly, Defendant misrepresented that lactation consultants were "covered health care professionals" within the Service Benefit Plan when, in fact, they were not "covered" because there were none available.

51. Defendant further misrepresented to that such preferred "providers are available in most locations." Notably, at the time of this representation, Defendant knew that its preferred provider organization included few, if any, certified lactation consultants anywhere in the United States. Defendant, however, intentionally omitted disclosure of that material fact.

52. Defendant further misrepresented that covered benefits included "[b]reastfeeding education and individual coaching on breastfeeding by a physician, physician assistant, nurse midwife, nurse practitioner/clinical specialist, or registered nurse certified lactation consultant." To the contrary, Defendant did not cover breastfeeding education by certified lactation

consultants because it purposefully excluded this category of health care professionals from its network.

53. But for Defendant's deceptive and misleading conduct, Plaintiffs would not have purchased health insurance coverage under the Service Benefit Plan or paid a price premium for such benefits. As a result, Plaintiffs have been damaged in an amount to be determined at trial, plus treble damages and attorneys' fees.

SECOND CAUSE OF ACTION (Fraudulent Inducement)

54. Plaintiffs repeat and reallege each and every allegation made in paragraphs 1 through 53 above, as though fully set forth herein.

55. Defendant materially misrepresented the extent to which maternity care benefits were covered and the extent to which in-network certified lactation consultants were available to insureds. Because Defendant had few, if any, in-network certified lactation consultants, maternity care benefits that required the use of in-network certified lactation consultants, including lactation support and counseling, were, in reality, not a covered benefit under the terms of the Service Benefit Plan.

56. Defendant knew that its representations were false because, by no later than August 2012, Defendant sought to add certified lactation consultants to its preferred provider organization. Defendant and its licensees, however, refused to pay the reimbursement rates requested by various certified lactation consultants and trade associations to include them in its network.

57. As a result of the foregoing misrepresentations, Defendant induced Plaintiffs to purchase insurance coverage under the Service Benefit Plan.

58. Plaintiffs reasonably relied on Defendant's misrepresentations given the Affordable Care Act and Defendant's nationally recognized reputation.

59. Had Plaintiffs been aware of the falsity of Defendant's representations, Plaintiffs would not have purchased benefits from Defendant or overpaid premiums for lactation support and counseling benefits that were of no value.

60. As a result, Plaintiffs have been damaged in an amount to be determined at trial, plus punitive damages.

THIRD CAUSE OF ACTION (Breach of Contract)

61. Plaintiffs repeat and reallege each and every allegation made in paragraphs 1 through 60 above, as though fully set forth herein.

62. In or about November 2012, Plaintiff Jacqueline Wyka Mahajan contracted with Defendants for health insurance benefits, including "[b]reastfeeding education and individual coaching on breastfeeding by a physician, physician assistant, nurse midwife, nurse practitioner/clinical specialist, or registered nurse certified lactation consultant."

63. Plaintiffs performed under the contract by timely paying all premiums due. Nonetheless, Defendant materially breached the contract by failing to make preferred providers available in "most locations." In addition, Defendant breached the contract by requiring insureds to pay out-of-pocket for comprehensive lactation support and counseling by a trained provider.

64. As a result, Plaintiffs suffered damages, including inflated premiums for covered services that Defendant failed to provide and related out-of-pocket costs, in an amount to be determined at trial.

FOURTH CAUSE OF ACTION (Negligent Misrepresentation)

65. Plaintiffs repeat and reallege each and every allegation made in paragraphs 1 through 64 above, as though fully set forth herein.

66. Defendant had a duty to use reasonable care to impart correct information in connection with the health insurance it provided to insureds.

67. Defendant breached that duty by misrepresenting the extent of coverage provided.

68. In providing the false information, Defendant could reasonable foresee that prospective insureds would rely on that information for their decision-making, as did Plaintiffs. That reliance was justified given Defendant's nationwide reputation and industry recognition.

69. As a proximate result of Defendant's negligent conduct, Plaintiffs suffered damages in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on their own behalf and on behalf of the putative class, pray for judgment as follows:

a. For an order certifying the Plaintiff Class and appointing Plaintiffs and their counsel to represent the class;

b. For an order awarding Plaintiffs and the members of the class damages, including treble and punitive damages;

c. For an order awarding Plaintiffs and the members of the class restitution, or other equitable relief as the Court deems proper;

d. For an order enjoining Defendant from continuing to engage in unlawful business practices as alleged herein;

e. For an order awarding Plaintiffs and the members of the class pre-judgment and post-judgment interest;

f. For an order awarding Plaintiffs and the members of the class reasonable attorneys' fees and costs of suit, including expert witness fees; and

g. For an order awarding such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all claims so triable.

Dated: August 23, 2016

Respectfully submitted,

Law Offices of Damon McDougal LLC
Attorneys for Plaintiffs

By: ____________/s/_______________
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